

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Deborah Riley
Debtor

Case No. 17-18014-elf
Chapter 7

CERTIFICATE OF NOTICE

District/off: 0313-2

User: Antoinett
Form ID: pdf900

Page 1 of 1
Total Noticed: 1

Date Rcvd: Jan 29, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 31, 2018.

db +Deborah Riley, 6017 Osage Ave., Philadelphia, PA 19143-1121

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 31, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 29, 2018 at the address(es) listed below:

CHRISTINE C. SHUBERT christine.shubert@comcast.net, J100@ecfcbis.com
REBECCA ANN SOLARZ on behalf of Creditor MIDFIRST BANK bkgroup@kmlawgroup.com
TIMOTHY ZEARFOSS on behalf of Debtor Deborah Riley tzearfoss@aol.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 4

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|---------------------------|------------------|-----------------------|
| Deborah Riley | <u>Debtor(s)</u> | CHAPTER 7 |
| MIDFIRST BANK | <u>Movant</u> | |
| vs. | | NO. 17-18014 ELF |
| Deborah Riley | <u>Debtor(s)</u> | |
| Christine C. Shubert Esq. | <u>Trustee</u> | 11 U.S.C. Section 362 |

STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The Automatic Stay of all proceedings, as provided under Section 362 of the Bankruptcy Reform Act of 1978 (The Code) 11 U.S.C. Section 362, is modified and annulled to allow MIDFIRST BANK and its successor in title to proceed with the ejectment action regarding the premises 6922 Theodore Street Philadelphia, PA 19142. Furthermore, further bankruptcy filings by either Debtor(s) and/or Occupants for a period of one hundred eighty (180) days hereof will not prevent Movant from proceeding with its ejectment action. The stay provided by Bankruptcy Rule 4001(a)(3) has been waived.

IT IS FURTHER STIPULATED AND VOLUNTARILY AGREED THAT:

1. The recitals are incorporated herein and made a part hereof;
2. Movant is the owner of the Property at 6922 Theodore Street Philadelphia, PA 19142 (the "Property");
3. Debtor agrees that she is not currently occupying the Property at this time;
4. Debtor relinquishes all rights in and to any and all personal property left at or on the Property.
5. Debtor agrees that Movant may dispose of any remaining Personal Property (to the extent that she has an interest in it) as Movant chooses;
6. Debtor agrees that Movant may file all pleadings necessary to effectuate an ejectment action and a lockout and will not be in violation of the automatic stay;

7. Debtor agrees that the Property is not a part of the Bankruptcy Estate, as established by the fact that the Property is not listed in the Debtor's schedules.
8. This Stipulation represents the totality of the agreement between the parties;
9. Any modifications, retractions or revisions must be in writing and signed by all parties;
10. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 24, 2018

By: /s/Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
Attorney for Debtor

Date: January 24, 2018

/s/ Timothy Zearfoss, Esquire
Timothy Zearfoss Esq.
Attorney for Debtor(s)

O R D E R

The foregoing Stipulation is **APPROVED**.

PROVIDED HOWEVER, that the relief granted shall not apply to any persons who are not parties to the Stipulation.

Date: 1/29/18



ERIC L. FRANK
CHIEF U.S. BANKRUPTCY JUDGE